

HOLME ROBERTS & OWEN LLP
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Bradford E. Dempsey (CO #30160) (*admitted pro hac vice*)

*Attorneys for M. Arthur Gensler Jr. & Associates, Inc.,
Gensler Architecture, Design & Planning, P.C., and
Gensler and Associates/Architects, Inc.*

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

)	
In re)	Chapter 11
)	
LEHMAN BROTHERS HOLDINGS INC.)	Case Nos. 08-13555-JMP
<i>et al.</i>)	(Jointly Administered)
Debtors.)	
)	

OBJECTION TO CURE AMOUNT

M. Arthur Gensler Jr. & Associates, Inc. Gensler Architecture, Design & Planning, P.C., and Gensler and Associates/Architecture, Inc. (collectively “Gensler”), by and through its undersigned counsel, hereby objects to the Notice of Assumption and Assignment of Agreements of, and Amounts Necessary to Cure Defaults Under Contracts and Leases to be Assumed and Assigned to Successful Purchaser (the “Notice”) with respect to cure amounts owing to Gensler.

In support hereof, Gensler states as follows:

1. Gensler and Debtor are parties to an agreement titled On-Call Architect Agreement Between Lehman Brothers Holdings, Inc. and Gensler Architecture, Design & Planning, P.C. (the “Master Agreement”).
2. The Agreement constitutes an executory contract which is subject to Bankruptcy Code § 365.

3. The Debtors acknowledge the Master Agreement with Gensler and have designated the Master Agreement as an executory contract to be assumed and assigned in connection with the Debtors' asset sale. Specifically, the Debtors have listed the Master Agreement on the List of Corporate Real Estate Closing Date Contracts (updated as of 10/1/08) (the "List"). Debtors assert that the cure amount with respect to the Agreement is \$150,256.18 ("Debtors' Cure Amount"). The relevant page from the List is attached hereto as Exhibit A.

4. Debtors' Cure Amount is incorrect. The correct cure amount is \$269,653.40. Supporting documentation is attached hereto as Exhibit B. Gensler reserves the right to amend this cure figure if necessary.

5. Accordingly, pursuant to Paragraph T of the Order Under 11 U.S.C. §§ 105(a), 363, and 365 and Federal Rules of Bankruptcy Procedure 2002, 6004 and 6006 Authorizing and Approving (A) The Sale of Purchased Assets Free and Clear of Liens and Other Interests and (B) Assumption and Assignment of Executory Contracts and Unexpired Leases (Doc. No. 258), Gensler objects to the Debtors' Cure Amount and requests that the Court enter an order setting the cure amount at \$269,653.40.

WHEREFORE, Gensler respectfully submits its objection to the Notice and requests that the Court enter an Order setting the cure amount due to Gensler at \$269,653.40, and for such other and further relief as the Court deems just and proper.

DATED this 3rd day of October, 2008.

HOLME ROBERTS & OWEN LLP

By: /s/ Bradford E. Dempsey
Bradford E. Dempsey (#30160) (admitted *pro hac vice*)

*Attorneys for M. Arthur Gensler Jr. & Associates, Inc.,
Gensler Architecture, Design & Planning, P.C., and
Gensler and Associates/Architects, Inc.*

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Debtors.)	

CERTIFICATE OF SERVICE

I hereby certify that on October 3, 2008, a true and correct copy of the foregoing **OBJECTION TO CURE AMOUNT** was served to all parties receiving notice through CM/ECF, and that copies were placed in the United States Mail, postage pre-paid, addressed to the following:

Weil Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attn: Lori R. Fife
Shai Y. Waisman

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One Liberty Plaza
New York, NY 10006
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Lisa M. Schweitzer

Epiq Bankruptcy Solutions, LLC
Claims Agent
757 Third Avenue, 3rd Floor
New York, NY 10017

Official Committee of Unsecured Creditors
c/o James Tecce
Quinn Emanuel Urquhart Oliver & Hedges
51 Madison Avenue, 22nd Floor
New York, NY 10010

United States Trustee
33 Whitehall Street, 21st Floor
New York, NY 10004

HOLME ROBERTS & OWEN LLP

By: /s/Bradford E. Dempsey
Bradford E. Dempsey (CO #30160) (admitted *pro hac vice*)

Exhibit A

Vendor Name+	Type II	Notification Address 1	Notification City, State Zip	Lehman Entity	Original Cure Amount	Revised Cure Amount
Collins Building Services	Standalone Agreement	1775 Broadway	New York, NY 10019	LBI	\$1,239,145.15	\$1,239,145.15
Columbia Center Property LLC	Lease	Columbia Center Property LLC c/o Beacon Capital Partners, LLC	Boston, MA 02109	LBI	\$12,211.06	\$415.72
Constellation Place, LLC	Lease	Constellation Place LLC c/o JMB Realty Corporation	Chicago IL 60611-1575	LBHI	\$236,394.01	\$50,887.60
Constellation Place, LLC	Lease	Allen Markins Leck Gamble & Malloy LLP	Los Angeles CA 90067	LBHI	\$0.00	\$0.00
Corporate Park Associates	Lease	c/o Sudler Management Company, L.L.C.	Parsippany, New Jersey 07054	LBHI	\$154,704.35	\$0.00
CT Tower Investment Inc.	Lease	Oxford Properties Group, TD Canada Trust Tower, Ground Floor	Toronto, Ontario M9H 2B4	Lehman Brothers Canada, Inc.	\$28,078.75	\$0.00
Cushman & Wakefield	Property Management Agreement	Cushman & Wakefield Inc.	New York, NY 10019	LBI	\$307,107.06	\$1,691,841.64
Cushman & Wakefield	Property Management Agreement	Cushman & Wakefield Inc.	New York, NY 10019	LBI	\$0.00	\$0.00
Deutsche Bank Securities, Inc.	Sublease - 1301 (889)	Deutsche Bank AG, New York Branch	New York, NY 10005	LBHI	\$328,650.00	\$0.00
Deutsche Bank Securities, Inc.	Sublease - 1301 (889)	1301 Avenue of the Americas	New York, NY 10019	LBHI	\$0.00	\$0.00
Danaher	Lease				\$0.00	\$0.00
Eastrich No. 167 Corporation	Lease	Eastrich No. 167 Corporation	Columbus OH 43231	LBI	\$2,445.26	\$0.00
Baton Electrical Inc.	Master Agreement	8609 Six Forks Rd.	Raleigh, NC 27615	LBI	\$7,244.00	\$7,244.00
Energy Options Inc.	Standalone Agreement	255 Campus Drive	Edison, NJ 08837	LBI	\$7,328.43	\$7,328.43
EnerNOC, Inc.	Standalone Agreement	MD Energy LLC c/o EnerNOC, Inc.	Stamford, CT 06902	LBI	\$0.00	\$0.00
EnerNOC, Inc.	Standalone Agreement	MD Energy LLC c/o EnerNOC, Inc.	Stamford, CT 06902	LBI	\$0.00	\$0.00
First Tech Corporation	Standalone Agreement	FirstTech Plaza	Cliffwood Beach, NJ 07735-6157	LBI	\$0.00	\$0.00
First Tech Corporation	Standalone Agreement	FirstTech Plaza	Cliffwood Beach, NJ 07735-6157	LBI	\$19,401.62	\$19,401.62
First Tech Corporation	Standalone Agreement	FirstTech Plaza	Cliffwood Beach, NJ 07735-6157	LBI	\$0.00	\$0.00
Foley Inc.	Standalone Agreement	855 Centennial Ave.	Piscataway, NJ 08855	LBI	\$1,480.00	\$1,480.00
GENSLER	Master Agreement	Genstar Architecture, Design & Planning, P.C.	New York, NY 10020	LBHI	\$0.00	\$150,256.18
Guardian Service Industries Inc	Standalone Agreement	161 Avenue of the Americas, 4th Floor	New York, NY 10013	LBI	\$106,294.26	\$106,294.26
Guggenheim Concourse, L.P.	Lease - TX, Houston	c/o Means Knous LLC	Houston, TX 77027	LBHI	\$72,197.99	\$14,916.55
H.O. PENN MACHINERY COMPANY, INC.	Standalone Agreement	699 Brush Avenue	Bronx, NY 10465	LBI	\$4,777.17	\$4,777.17
H.V.A.C. Mechanical Contractors, Inc.	Standalone Agreement	1703 New York Ave.	Union City, NJ 07087	LBI	\$0.00	\$0.00
HANOVER MOVING & STORAGE CO INC	Master Agreement	15 Exchange Place, Suite 520	Jersey City, NJ 07302	LBI	\$0.00	\$371,746.57
HENEGAN	Master Agreement	Henegan Construction Co., Inc., 250 West 30th Street	New York, NY 10001	LBHI	\$0.00	\$437,633.63
HENEGAN	Master Agreement	Henegan Construction Co., Inc., 250 West 30th Street	New York, NY 10001	LBHI	\$0.00	\$0.00
Huron Consulting Group, Inc.	Sublease - 1301 (8th)	Huron Consulting Group LLC	Chicago, IL 60607	LBHI	\$83,730.67	\$0.00

Exhibit B

Amounts due to Gensler by Lehman Brothers as of 9/20/08
for services provided under Master Agreement.

<u>Invoice No.</u>	<u>Invoice Date</u>	<u>Invoice Amount</u>
Houston		
154371	01/30/03	\$9,212.50
160541	03/13/08	\$10,143.84
169244	05/07/08	\$2,081.55
173907	06/11/08	\$1,123.77
182737	08/07/08	\$3,506.25
187465	09/12/08	\$4,166.94
Newport Beach		
148062	12/18/07	\$846.16
172327	06/13/08	\$8,935.78
178402	07/14/08	\$33,353.46
183303	08/12/08	\$47,651.93
185302	09/15/08	\$19,297.63
188913	09/18/08	\$8,017.50
188950	09/22/08	\$4,311.25
New York		
175125	06/16/08	\$1,340.00
183384	08/11/08	\$86.17
183394	08/11/08	\$3680.00
183397	08/11/08	\$5,854.20
187041	09/15/08	\$10,732.32
187042	09/15/08	\$4,801.10
187045	09/15/08	\$14,404.51
187049	09/15/08	\$6,000.00
187050	09/15/08	\$950.00
187052	09/15/08	\$7,589.00
187054	09/15/08	\$5,789.01
187057	09/15/08	\$8,969.01
187062	09/15/08	\$4087.94
Piscataway NJ		
174627	06/18/08	\$21,011.64
TBD	***TBD***	\$21,710.51

TOTAL CURE DUE **\$269,653.40***

*Gensler reserves the right to amend this figure as necessary.